

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

MICHAEL STEIMLE, individually;
MICHAEL STEIMLE, derivatively on
behalf of and in the right of AZURE
HOLDING GROUP, LLC, a Wyoming
Limited Liability Company,

Plaintiffs,

vs.

ANDREW THOMPSON, individually;

Defendant.

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: Case No. 1:24-cv-00115
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: Removed from Wyoming Chancery Court
: No. CH-2024-0000010
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**DECLARATION OF ANDREW THOMPSON IN SUPPORT OF MOTION TO
DISSOLVE TEMPORARY RESTRAINING ORDER OR, IN THE ALTERNATIVE, TO
STAY ENFORCEMENT**

I, Andrew Thompson, declare as follows:

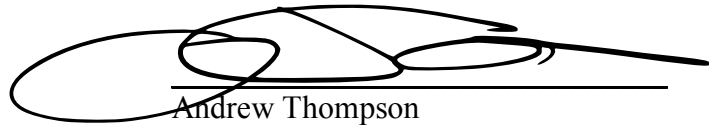
1. I am a co-founder and member of Azure Holding Group, LLC (“Azure Holding”).
2. The other co-founders and members of Azure Holding are Michael Steimle and Kevin Tangen.
3. I own a 42.5% interest in Azure Holding. Mr. Steimle owns a 42.5% interest in Azure Holding. Mr. Tangen owns a 15% interest in Azure Holding.
4. There is no signed operating agreement for Azure Holding.
5. Azure Holding is a shareholder in Azure Renewables, S.A (“Azure Renewables”) with a 70% ownership interest.
6. The remaining 30% ownership interest in Azure Renewables are held by multiple other shareholders (the “Investors”).

7. In several conversations with Investors of Azure Renewables at which Mr. Steimle was present, I have communicated that Mr. Tangen is a member of Azure Holding with a 15% ownership interest.
8. Mr. Steimle represented to myself, Mr. Tangen, and the Investors of Azure Renewables that his company, M3 Construction Inc., was qualified to provide construction services for Azure Renewables at cost.
9. Upon investigation, it was determined that M3 Construction Inc. was not qualified to provide the construction services referenced above. Among other issues, M3 Construction Inc. could not obtain insurance for projects exceeding \$5 million (which the Azure Renewables facility would exceed).
10. Mr. Steimle admitted to over-billing Azure Renewables for both vendor payments and labor rates charged. Mr. Steimle promised to provide an accounting of all expenses paid to his companies since April of 2022 but has failed to do so.
11. Mr. Steimle also misrepresented his qualifications as a general contractor, failed to complete assigned tasks, and created a hostile work environment for Azure Renewables' vendors, suppliers, and employees.
12. Because of Mr. Steimle's misrepresentations and misconduct, on May 15, 2024, I and Mr. Tangen exercised our combined majority interest in Azure Holding to vote on its behalf to remove Mr. Steimle as President of Azure Renewables.
13. On May 31, 2024 at 8:48 PM EDT, I received an email from counsel for Michael Steimle, Robert Walker (robert@wyocounsel.com), attaching two orders entered in the Wyoming Chancery Court case captioned *Steimle et al. v. Thompson*, Case No. CH-2024-0000010. These two orders were an "Order on Motion for Emergency Temporary

Restraining Order” entered on May 31, 2024 at 3:28 PM MDT and an “Order Setting Hearing on Motions for Temporary Restraining Order and Preliminary Injunction” entered on May 31, 2024 at 1:38 PM MDT.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 3, 2024



Andrew Thompson